


**STAFFORD COUNTY SCHOOL BOARD**  
**Agenda Consideration**

**TOPIC:** Approval of Deed of Dedication and Easement - **ITEM NO:** 8E  
Duffey Property/K. W. Barrett Elementary School

**PREPARED BY:** Andre A. Nougaret, Assistant   
Superintendent for Support Services  
Scott Horan, Executive Director  
Planning and Construction  
Brent A. Thomas, Sr. Project Manager  
Planning and Construction

**MEETING:** April 27, 2004  
**ACTION DATE:** April 27, 2004

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**RECOMMENDATION OF THE SUPERINTENDENT:** The Board approve attached Deed of Dedication and Easement granting a property line boundary adjustment, right-of-way public road easement and stormwater management easements between the Stafford County School Board and Mr. and Mrs. Joseph S. Duffey, adjacent property owners, to benefit the Kate Waller Barrett Elementary School site.

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**KEY POINTS:**

1. Mr. and Mrs. Joseph S. Duffey desire to grant and convey to the Stafford County School Board portions of their property for the benefit of Kate Waller Barrett Elementary School.
2. The Deed of Dedication and Easement provides the legal granting of easements to the elementary school site for the purposes of permanent stormwater management structures and utilities.
3. The Deed of Dedication and Easement provides the legal granting of right-of-ways for the public road entrance (Duffey Drive) to access the elementary school site.

**SCHOOL BOARD GOAL:** #5 - Provide Facilities that Promote Student Learning  
and Community Support

**FUNDING SOURCE:** N/A

**AUTHORIZATION REFERENCE:** Code of Virginia, Section 22.1-126  
Deed of Dedication and Easements (copy attached)

Grantee's Address: \_\_\_\_\_  
\_\_\_\_\_

TAX MAP 20, Parcels 44N and 44R

Prepared by: Roberts, Ashby & Parrish, P.L.C.  
P.O. Box 7166  
Fredericksburg, VA 22404

Exempt: VA Code 58.1-811(3)

### DEED OF DEDICATION AND EASEMENT

**THIS DEED OF DEDICATION AND EASEMENT** is made this \_\_\_\_\_ day of \_\_\_\_\_, 2004, by and between **JOSEPH S. DUFFEY** and **BARBARA F. DUFFEY**, husband and wife, parties of the first part, and **STAFFORD COUNTY SCHOOL BOARD**, party of the second part, collectively known as "the Grantors," and **STAFFORD COUNTY, VIRGINIA**, a political subdivision of the Commonwealth of Virginia, ("the County") (Grantee).

### WITNESSETH

**WHEREAS**, the party of the first part is the Owner of certain real property situate in Stafford County, Virginia ("the Property"), consisting of six parcels of property in the Rock Hill Magisterial District, Stafford County, Virginia, as more particularly shown as lots 1, 2, 4, 5, 6A and 7A on the plat entitled "Plat of Boundary Line Adjustment, and Additional Road R.O.W. & Easement Dedications for Fritters Lane Subdivision & Coffman Property, Rock Hill Magisterial District, Stafford County, Virginia," dated May 16, 2001, revised May 17, 2001, July 25, 2001, September 29, 2001, and November 2, 2001, by Triad Engineering, Inc. ("the Plat"), recorded in the Circuit Court Clerk's Office of Stafford County as \_\_\_\_\_ and incorporated herein by reference, and being a part of the Property acquired by party of the first part by deed

dated December 3, 1968, recorded in Deed Book 189, Page 603, and by deed dated December 11, 1967, recorded in Deed Book 181, Page 118, among the land records of Stafford County, Virginia (Land Records), and

**WHEREAS**, the party of the second part is the Owner of certain real property situate in Stafford County, Virginia ("the Property"), consisting of one parcel of property in the Rock Hill Magisterial District, Stafford County, Virginia, as more particularly shown as lot 3 on the Plat, being the Property acquired by party of the second part by deed dated May 23, 2001, recorded as Instrument Number LR010010230 among the Land Records; and

**WHEREAS**, it is the desire and intent of the Grantors to dedicate, grant and convey a portion of their respective properties for public use in accordance with this Deed of Dedication and Easement and the Plat; and

**WHEREAS**, it is the desire and intent of the Grantors to create, establish and reserve unto themselves easements for ingress and egress, grading and construction over and across their respective properties in the locations as shown on the Plat.

**NOW, THEREFORE**, in consideration of the premises and the sum of ONE DOLLAR (\$1.00), cash in hand, paid, the receipt and sufficiency of which is hereby acknowledged, the Grantors do hereby dedicate to public use the following: the road right-of-way, storm water management easement, 20' utility easement-permanent slope and drainage easements, storm drainage easements and 25' access road easement to SWM facility as shown and designated as such on the Plat. This dedication is made in accordance with the statutes made and provided therefore.

This deed further witnesseth that in consideration of the premises and the sum of ONE DOLLAR (\$1.00), cash in hand, paid, the receipt and sufficiency of which is hereby

acknowledged, the Grantors do hereby dedicate to public use and convey to the County for the installation, operation, maintenance and repair of transmission lines for waste water therein, the sanitary sewer and/or force main sewer easements shown and so designated on the Plat, subject to the following conditions:

- (a) That the Grantee may (but is not required to) trim, cut, remove and keep clear all trees, limbs, undergrowth, and any and all other obstructions, within the said right-of-way or easement strip, that may in any manner in Grantee's judgment endanger or interfere with the proper and efficient operation of the works and systems therein or thereon and the Grantee shall have all such other rights and privileges as are reasonably necessary or convenient for the full enjoyment and use of the easement herein granted for the aforesaid purposes.
- (b) The granting of the easement herein described neither expressly nor impliedly constitutes any payment, nor the waiver of any obligation for the payment, by the Grantor or his successors or assigns, or any cut-in fee of charge, tax, assessment or other charge or obligation whatsoever now due or heretofore due or hereafter to become due and payable to the Grantee or to any person, firm or other corporation whatsoever.
- (c) That Grantee will exercise reasonable care to protect the owner's property from damage or injury occasioned in the enjoyment of the easement and rights herein granted, and to promptly repair the said property or reimburse the Grantor for any property damaged beyond repair.
- (d) That if Grantee does cut or fell any brush, undergrowth or trees, or should excavations be carried on pursuant to this easement and any large-sized rocks or boulders are unearthed and are not buried in said excavation, such brush, undergrowth, trees, large-sized rocks and boulders shall, at the expense of Grantee be removed from Grantor's property.
- (e) That Grantors shall have no right, title, interest, estate or claim whatsoever in or to any of the lines, pipes or other equipment and accessories installed by virtue hereof.

This deed further witnesseth that in consideration of the premises and the sum of ONE DOLLAR (\$1.00) cash in hand paid, the receipt and sufficiency of which is hereby acknowledged, the Owners do hereby dedicate to the public use and convey to the County any

other public feature or property shown and designated on the Plat.

This deed further witnesseth that in consideration of the premises and the sum of ONE DOLLAR (\$1.00) cash in hand paid, the receipt and sufficiency of which is hereby acknowledged, the Owners do hereby create, establish and reserve unto itself as the Owners of the Property, together with their successors, assignees, officers, employees, agents, licensees, and invitees, private ingress and egress easements over and across their respective properties for the purpose and right to construct and maintain the streets and roads, storm drainage ways, and sewer lines consistent with the portions of the properties being dedicated herein.

**WITNESS** the following signatures:

**JOSEPH S. DUFFEY**

\_\_\_\_\_

**BARBARA F. DUFFEY**

\_\_\_\_\_

**STAFFORD COUNTY SCHOOL BOARD**

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

COMMONWEALTH OF VIRGINIA  
COUNTY OF STAFFORD, to wit:

The foregoing instrument was acknowledged before me this \_\_\_\_ day of  
\_\_\_\_\_, 2004, by Joseph S. Duffey.

\_\_\_\_\_  
Notary Public

My Commission Expires: \_\_\_\_\_

COMMONWEALTH OF VIRGINIA  
COUNTY OF STAFFORD, to wit:

The foregoing instrument was acknowledged before me this \_\_\_\_ day of  
\_\_\_\_\_, 2004, by Barbara F. Duffey.

\_\_\_\_\_  
Notary Public

My Commission Expires: \_\_\_\_\_

COMMONWEALTH OF VIRGINIA  
COUNTY OF STAFFORD, to-wit:

The foregoing deed of easement was acknowledged on this the \_\_\_\_ day of  
\_\_\_\_\_, 2004, by \_\_\_\_\_ of  
Stafford County School Board.

\_\_\_\_\_  
Notary Public

My commission expires: \_\_\_\_\_

The foregoing conveyance is hereby accepted by the County of Stafford, Virginia, as evidenced by the signature of the undersigned, who is authorized to accept this conveyance on behalf of the County, as evidenced by Resolution R03-153, adopted by the Stafford County Board of Supervisors.

WITNESS the following signature:

**COUNTY OF STAFFORD, VIRGINIA**

\_\_\_\_\_  
Jeffrey A. Harvey  
Director of Planning and Community Development

COMMONWEALTH OF VIRGINIA  
COUNTY OF STAFFORD, to-wit:

The foregoing instrument was acknowledged before me this \_\_\_\_ day of \_\_\_\_\_, 2004, by Jeffrey A. Harvey, Director of Planning and Community Development, on behalf of the County of Stafford.

My Commission Expires: \_\_\_\_\_  
Approved as to form:

\_\_\_\_\_  
Notary Public

\_\_\_\_\_  
Stafford County Attorney's Office